



**STATE OF MISSOURI  
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
REQUEST FOR PROPOSAL**

**RFP NO. 2004 RFP 1-HSTW**

**CONTACT PERSON: Harry Kujath**

**TITLE: High Schools That Work Planning and Implementation**

**ISSUE DATE: March 17, 2003**

**PHONE NUMBER: (573) 751-0857**

**RETURN PROPOSAL NO LATER THAN: Wednesday, April 23, 2003; 1:00 p.m.**

**MAILING INSTRUCTIONS:** Proposals must be mailed to the Missouri Department of Elementary and Secondary Education, Coordinator for Community and Career Education, P.O. Box 480, Jefferson City, Missouri 65102-0480, or hand-carried/delivered by the Offeror or independent postal or courier delivery service such as UPS, FedEx, Airborne, USPS (Priority Mail or Next Day) to the Division of Vocational and Adult Education, 205 Jefferson Street (5<sup>th</sup> floor), Jefferson City, Missouri, **by 1:00 p.m., Wednesday, April 23, 2003.**

**RETURN PROPOSAL TO:**

**DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
HARRY KUJATH, COORDINATOR, COMMUNITY AND CAREER EDUCATION  
DIVISION OF VOCATIONAL AND ADULT EDUCATION  
PO BOX 480  
JEFFERSON CITY MO 65102-0480**

**GRANT PERIOD: July 1, 2003– June 30, 2004**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Department of Elementary and Secondary Education  
205 Jefferson Street (PO Box 480)  
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the DESE or when this RFP is countersigned by an authorized official of the State of Missouri, a binding grant agreement shall exist between the offeror and the DESE.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE	DATE

## **PART ONE**

### **1. INTRODUCTION AND GENERAL INFORMATION**

This document constitutes a request for competitive, sealed proposals from comprehensive high schools and area vocational schools seeking to implement the High Schools That Work reform model.

Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts for the convenience of the Offeror:

Part One	- Introduction and General Narrative
Part Two	- Grant related Requirements
Part Three	- Proposal Submission Information
Part Four	- Southern Regional Education Board Memorandum of Understanding
Part Five	- Budget Exhibit (FV-4)
Part Six	- Assurances and Certifications

### **2. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference regarding this Request for Proposal will be held at 10:00 a.m., on Friday, March 28, 2003, in Room 492, Harry S Truman State Office Building Jefferson State Office Building, 301 West High Street, Jefferson City, Missouri.

All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

Offerors are strongly encouraged to advise the DESE within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made. Please call Harry Kujath at (573) 751-0857 to request special accommodations.

### **3. BACKGROUND INFORMATION**

It is the mission of the Division of Vocational and Adult Education, Missouri Department of Elementary and Secondary Education, to develop, provide and support opportunities for lifelong learning, personal growth and career success. To help achieve this mission, the Division develops an action plan in cooperation with business, industry, labor, government, parents and education representatives. This action plan provides a delivery system of instruction and supportive services to individuals, educational institutions, businesses and industries to develop knowledge, skills and competencies for the successful employment of individuals. Ultimately, this delivery system will contribute to the economic well being of the State of Missouri.

The Division is responsible for a wide range of programs that serve the vocational technical training needs of high school students, postsecondary students (community colleges), adults and industry. Vocational education programs are offered in comprehensive high school districts, community college districts, state technical college, area vocational schools, four-year institutions of postsecondary education, state agencies (Corrections and Youth Services), and customized training projects in business and industry. The Division is divided into three major operating units: 1) Community and Career Education; 2) Adult Education and Employment Training; and 3) Vocational-Technical Education.

High Schools That Work is a whole-school, research and assessment-based reform effort for grades 9 through 12 established by the Southern Regional Education Board (SREB) in 1987. This initiative offers a framework of goals, key practices, and key conditions for accelerating student learning and raising standards. Its recommended actions give direction, as schools work to improve both academic and vocational education. According to “An Educators’ Guide to School wide Reform” that was issued by the Washington-based American Institute for Research, HSTW is one of only three popular school reform models with strong evidence supporting its efficacy in improving student achievement. In February 2001, Missouri joined the HSTW consortium of states. More than 1,100 schools or systems in the consortium of states function as HSTW sites.

The HSTW initiative is the nation’s largest and fastest-growing effort to combine challenging academic courses and vocational-technical education programs to raise the achievement of high school students. It is the nation’s first large-scale effort to engage state, district and school leaders and teachers in partnerships with students, parents and the community to improve the way all high school students are prepared for work and further education.

One of the reasons Missouri joined the HSTW consortium is that HSTW connects well with state efforts to upgrade graduation requirements. The HSTW initiative, which integrates academic and vocational education areas, can serve as one of the multiple pathways by which students can meet state standards. Nine sites in Missouri currently receive funding for HSTW implementation: Lake Career and Technical Center in Camdenton; Oakville High School, Ritenour High School, the St. Louis Career Academy, and North Technical High School of the Metropolitan Vocational-Technical Cooperative, all in St. Louis, Missouri; Willow Springs R-IV School District in Willow Springs; Arcadia Valley R-II School District in Ironton; and the Carthage R-IX School District in Carthage, Missouri.

The Division seeks to expand the HSTW implementation network of schools implementing across the state. Missouri public secondary schools or an area vocational school (AVS) providing students with access to Department of Elementary and Secondary Education approved vocational-technical education programs are eligible to receive funding for implementation of HSTW. Schools must understand the holistic nature of HSTW, and as such, the effect program implementation will have on both vocational and academic instruction. This holistic nature will result in program related professional development of academic and vocational teachers, guidance counselors, administrators, and other school staff, with the net result being enhanced academic achievement of all students, not just those participating in vocational classes.

High schools, or AVSs already receiving funding from the Division for implementation of HSTW are not eligible to apply.

The HSTW Planning and Implementation Grant provides funding for eligible entities in the amount of \$25,000 per year for up to five years based on the availability of state and federal funds. The grant funds are to be used to implement the HSTW Key Educational Practices and Key Conditions, and to conduct activities considered as essential for HSTW success by SREB and the Department. Grant funds may be used for staff development, curriculum integration, site development activities, technical assistance visits to other sites, attendance at state HSTW networking meetings, attendance at the national HSTW annual staff development conference. No equipment purchases will be allowed.

Following are the Goals, Key Practices and Key Conditions for Accelerating Student Achievement in HSTW sites:

#### Goals

1. To increase the mathematics, science, and communication achievement and the application of learning for career-bound students until at least 85 percent of the students meet the HSTW performance goals.
2. To integrate the essential content of traditional college preparatory studies--math, science, and language arts--with vocational and technical studies by creating conditions that support school leaders and teachers in carrying out certain key practices.
3. To policies and leadership initiatives necessary to sustain a continuous school-improvement effort.

#### Key Practices

1. High Expectations – setting higher expectations and getting more students to meet them.
2. Vocational studies – increasing access to intellectually challenging vocational and technical studies, with a major emphasis on using high-level mathematics, science, language arts and problem-solving skills in the modern workplace and in preparation for continued learning.
3. Academic studies – increasing access to academic studies that teach the essential concepts from the college-preparatory curriculum by encouraging students to use academic content and skills to address real-world projects and problems.
4. Program of study – having students complete a challenging program of study with an upgraded academic core and a major.
5. Work-based learning – giving students and their parents the choice of a system that integrates school-based and work-based learning. The system should span high school

and postsecondary studies and should be planned by educators, employers and employees.

6. Teachers working together – having an organization, structure and schedule giving academic and vocational teachers the time to plan and deliver integrated instruction aimed at teaching high-level academic and technical content.
7. Students actively engaged – getting every student involved in rigorous and challenging learning.
8. Guidance – involving each student and his or her parents in a guidance and advising system that ensures the completion of an accelerated program of study with an in-depth academic or vocational-technical major.
9. Extra help – providing a structured system of extra help to enable students who may lack adequate preparation to complete an accelerated program of study that includes high-level academic and technical content.
10. Keeping score – using student assessment and program evaluation data to improve continuously the school climate, organization, management, curricula and instruction to advance student learning and to recognize students who meet both curriculum and performance goals.

#### Key Conditions for Accelerating Student Achievement

1. An organizational structure and process ensuring continuous involvement by school administrators and teachers in planning strategies to achieve the key practices.
2. A school principal with strong, effective leadership who supports, encourages, and actively participates with the faculty in implementing the key practices.
3. A system superintendent and school board members who support administrators and teachers in carrying out the key practices. This commitment includes financial support for instructional materials, time for teachers to meet and plan together, and six to eight days per year of staff development on using the key practices to improve student learning.
4. Leadership from the superintendent and school board to involve employers and postsecondary institutions in the design and implementation of a school-based and work-based program to prepare students for employment and postsecondary education.
5. A commitment from the school board to support the school in replacing the general track with a more demanding academic core and either an academic or a vocational-technical concentration of courses.

#### **4. CONTACT PERSON**

Offerors may contact the following representative of the Division regarding questions relating to this RFP:

Harry Kujath, Coordinator  
Community and Career Education  
Division of Vocational and Adult Education  
Department of Elementary and Secondary Education  
PO Box 480  
Jefferson City, Missouri 65102-0480  
(573) 751-0857

## PART TWO GRANT RELATED REQUIREMENTS

1. **Specific High Schools That Work Grant Requirements**-Any offeror selected for funding through this RFP will have the following requirements placed upon them by the Department as a condition of funding:
  - 1.1 The appointment of site leaders – superintendent, school board members, site based advisory committee members, principal and a core group of teachers who examine the goals, key practices and key conditions and decide that HSTW is viable for the school and community. A commitment of at least five years must be made in order to implement the key practices and eliminate the general track.
  - 1.2 A Memorandum of Understanding (see Attachment A) must be signed and filed with the Division of Vocational and Adult Education and the Southern Regional Education Board.
  - 1.3 Sending a team consisting of: an administrator, counselor, academic and vocational teacher, business person, and site coordinator (if selected), to the two-day New Site Development Workshop held in Jefferson City, Missouri, June 11-12, 2002. Prepare an action plan for implementing the key practices and a site-specific staff development plan to assist teachers in carrying out the action steps.
  - 1.4 Participation in the annual state Building Bridges Conference, November 16-18, 2003, in Osage Beach, Missouri and the National SREB *HSTW* conference, July 9-12, 2003, in Nashville, Tennessee (Note: conference information and registration form is available at <http://www.sreb.org/programs/hstw/professionalDev/2003Conference/2003ConferenceIndex.asp>).
  - 1.5 The appointment of someone to coordinate HSTW action planning, staff development and technical assistance; coordinate data collection; monitor progress; foster communication; attend meetings called by Missouri's state coordinator; and integrate the HSTW goals and key practices with other school improvement efforts.
  - 1.6 Support of academic and vocational teachers with staff development, materials and time to work together to implement the key practices.
  - 1.7 Organization of a school improvement committee comprising key academic and vocational teachers and administrators, guidance counselors, and representatives of business, industry and postsecondary education. Subcommittees are named to address curriculum, guidance, evaluation and staff development.
  - 1.8 Participate in the HSTW National Assessment of Educational Progress (NAEP Assessment) and teacher survey on the even years (2002, 2004, etc.) to obtain baseline data and to measure progress in raising student achievement. The cost of the assessment is \$30-32 per student.
  - 1.9 Active membership in the state and multi-state network for sharing information and ideas.

- 1.10 Attendance at the NAEP Assessment Analysis Workshop in the fall following the assessment
- 1.11 Completion and submission of the annual self-study and annual progress report by the deadline set forth by the Department and/or SREB.
- 1.12 Maintenance of a follow-up system for HSTW graduates.
- 1.13 Willingness to host a one-day technical assistance visit conducted by state staff and respond to recommendations in writing.
- 1.14 Willingness to host an extended three-day site visit during year one or year two to be led by state, out-of-state, or SREB team leaders.
- 1.15 Providing students access to modern vocational courses, either at the high school, at the area technology center, at a college or university, or in a work setting that is connected to school-based academic and technical studies. Site leaders work closely with employers and two-year postsecondary institutions.

## **2. General Grant Requirements**

- 2.1 Any grant issued by the Department of Elementary and Secondary Education as a result of this Request for Proposals (RFP) shall consist of (1) all provisions and requirements set forth and/or referenced in the RFP and any amendments thereto, (2) the proposal submitted by the Offeror in response to the RFP. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the Department reserves the right to clarify any grant related relationship in writing with the concurrence of the grantee, and such written clarification shall govern in any case of conflict with the applicable requirements stated in the RFP or the grantee's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Offeror is cautioned that the submitted proposal may be subject to acceptance by the Department without further clarification.
- 2.2 Any change in the grant including the Technical Specifications described in Part Two of this RFP, whether by modification and or supplementation, must be accomplished by a formal grant amendment signed by the a duly authorized representatives of the Offeror and approved by the Department. Any amendment to the grant shall (1) specify an effective date, (2) specify any increase or decrease in the amount of the grantee's compensation, if applicable, (3) describe changes, if any, to the provisions of the grant, (4) be entitled as an "Amendment", and (5) be signed by the parties previously identified. The grantee should expressly and explicitly understand and agree that no other method and/or no other document, including correspondence, acts, or oral communications by or from any person, shall be used or construed as an amendment to the grant.
- 2.3 The grant shall be construed according to the laws of the State of Missouri. The Offeror(s) selected to receive a grant as a result of this RFP, hereafter the grantee, shall comply with all local, state, and federal laws and regulations related to the performance of the grant to the extent that the same may be applicable. Where appropriate, the grantee must be registered with and maintain good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.



- 2.4 The grantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold that state of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.5 The initiation of any grant is contingent upon the Department's receipt of sufficient funds from the Missouri General Assembly, U.S. Department of Education; or other sources. Otherwise, any grant resulting from this RFP is void and of no force and effect.
- 2.6 The grantee shall fully coordinate its activities in the performance of the grant with those of the Department. As the work of the grantee progresses, advice and information on matters covered by the grant shall be made available by the grantee to the Department throughout the effective period of the grant.
- 2.7 The grantee shall not assign any interest in the grant and shall not transfer any interest, whatsoever, in the grant to another entity without the prior written consent of the Department.
- 2.8 The grantee agrees and understands that the grant shall constitute an assignment by the grantee to the Department of all rights, title and interest in and to all causes of action that the grantee may have under the antitrust laws of the United States or the state of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased, developed or procured by the grantee in the fulfillment of the grant with Department.
- 2.9 In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the State agency or its governing body and no other public official of the State of Missouri who exercises any function or responsibility in the review or approval of the undertaking or carrying out of the scope of work covered by the grant shall voluntarily acquire any personal interest, directly or indirectly, in the grant or proposed grant.
- 2.10 The grantee assures that it presently has no interest and shall not acquire any interest, directly or indirectly which would conflict in any manner or degree with the performance of the services in fulfilling the grant. The grantee further assures that no person having any such known interest shall be employed or an interest conveyed to another person, directly or indirectly, in the grant.
- 2.11 No provision in this document or in the grantee's proposal shall be construed as a waiver by the Department of any existing or future right and/or remedy available by law in the event of any claim of default or breach of grant.
- 2.12 The Department may cancel the grant at any time for a breach of any grant related obligation on non-compliance of Acts, regulations or issuances of policy statements by providing the grantee with a written notice of such cancellation. Should the Department exercise its right to cancel the grant for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the grantee.

- 2.13 In connection with the furnishing of supplies or the performance of work under the grant, the grantee agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subgrants awarded by the grantee.
- 2.14 The grantee shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the grant. In addition to the liability imposed upon the grantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the grantee's performance under the grant, the grantee assumes the obligation to save the Department, including its agencies, employees, and assigns, harmless and to indemnify the Department, including its agencies, employees, and assigns, from every expense, liability or payment arising out of such negligent act. The grantee also agrees to hold the Department, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subgrantee or other person employed by or under the supervision of the grantee under the terms of the grant.
- 2.15 The Federal government requires the Department to include the following paragraphs pertaining to clean air, if Federal funds are expended: Grants, and subgrants, of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 316 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal grants, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). Grantees shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 2.16 All subgrantees assume full liability for the actions of themselves for expenditures determined by the Department to be unallowable.
- 2.17 The grant shall not bind, nor purport to bind, the Department for any grant related commitment in excess of the original grant period. The Department shall have the right, as its sole option, to extend the grant for: Acts, Regulations, issuances, rules and policies as identified within this RFP and any grant entered into as a result of any grant award contain certain limitations or sanctions that may be brought against the grantee.
- 2.18 The grantee agrees to comply with Generally Acceptable Accounting Principals (GAAP) and all applicable OMB circulars.
- 2.19 The Department has the right to monitor program and fiscal activities under this Project Agreement to ensure that performance goals are being met, that appropriate administrative procedures, controls, and records are maintained, that Project Agreement terms and conditions are being fulfilled. The grantee, and any subgrantee shall permit on-site visits by the Department, U.S. Department of Education and any other State or Federal agency as legally authorized, to monitor all activities under this Project Agreement for which funds have been provided.

- 2.20 The grantee shall implement and operate debarment/suspension procedures as issued by the Department and any amendments or revisions thereto, which by reference are incorporated herein and made a part hereof as if fully rewritten.
- 2.21 The grant is subject to all terms and conditions of any amendments or revisions thereto, which by this reference is incorporated herein as if fully rewritten.
- 2.22 The grant is subject to all terms and conditions of 20 CFR (Code of Federal Regulations) 626 through 638 and any amendments or revisions thereto, which by this reference are incorporated herein as if fully rewritten.
- 2.23 The grantee agrees to abide by any letters or memorandums issued by the Department relating to policy decisions on the administration of the grant.
- 2.24 The grantee shall retain all records pertinent to all grants and agreements, including financial, statistical, property and participant records and supporting documentation, for a period of three (3) years from the date of obligation of funds. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property. The aforementioned records will be retained beyond three (3) years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.
- 2.25 The Department of Elementary and Secondary Education and the State Auditor's Office, and any of these agencies' designated representatives at any time during normal business hours and as often as deemed necessary shall have the right to monitor or audit activities and review, copy, make excerpts of transcripts of any or all books and records, reports, correspondence, grants, forms, invoices, materials, payrolls, records of personnel, files or other such documentation at any site for which funds have been provided under this Grant. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, or any other procedure the Department and/or the State Auditor's Office deem necessary and appropriate.
- 2.26 The grantee and any subgrantees shall be in compliance with the provisions for accessibility, conditions, hiring practices, etc., contained in the Americans with Disabilities Act, as amended.
- 2.27 The grantee assures that the federal government and/or State as applicable retains full rights, ownership and privileges of free use for any products (inventories, patents, copyrights, data, reports, studies and other real or tangible property) of funds provided under this grant.
- 2.28 The grantee concurs that the Department shall be entitled to a price adjustment, to exclude any significant sum by which the price was increased because the grantee had submitted data that was not accurate, complete or current as contained in the response to this RFP.
- 2.29 As a condition to the award of financial assistance the grantee assures, with respect to all agreements or arrangements to carry out activity funded through any grant resulting from this RFP, that it will comply fully with the nondiscrimination and equal opportunity

provisions of the Workforce Development Act, as amended, including the Nontraditional Employment for Women Act; title VI of the Civil Right, as amended; section 504 of the Rehabilitation Act, as amended; the Age Discrimination Act, as amended; title IX of the Education Amendments, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

- 2.30 Termination: The DESE reserves the right to terminate the grant at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the grantee at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:
- 2.31 All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the grantee pursuant to the terms of the grant shall, at the option of the DESE, become the property of the Department. The grantee shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DESE pursuant to the grant prior to the effective date of termination.
- 2.32 As directed by the department, the grantee shall either cancel all open commitments previously made per the grant or (without entering any new commitments) shall continue with execution of such open commitments.
- 2.33 If the open commitments are cancelled, the department shall pay all costs (including penalties) resulting from the cancellation.
- 2.34 If such commitments continue to be executed, the grantee shall be entitled to be paid for the grantee's services pursuant to the requirements of the grant, as if such cancellation had not occurred.
- 2.35 Property of Department: The grantee shall agree and understand that all deliverables developed as a result of the grant, shall become the property of the DESE with all rights and interests for present and future use as deemed appropriate by the department.
- 2.36 The grantee shall be responsible for obtaining copyrights as appropriate in the name of the DESE as instructed and approved by the department. If approved, the grantee shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- 2.37 The DESE shall have the full right to reproduce and/or use any products derived from the grantee's work under the grant without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subgrantee, provided that: (1) the subgrant requires the payment of such royalties, fees, etc. and (2) the department agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subgrantee or use of the subgrantee's property.
- 2.38 The grantee shall agree and understand that all discussions with the grantee and all information gained by the grantee as a result of the grantee's performance under the grant shall be confidential and that no reports, documentation, or material prepared as required

by the grant shall be released to the public without the prior written consent of the department.

- 2.39 The grantee shall defend, indemnify and hold harmless the DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the grantee's performance or products produced under the terms of the grant.
- 2.40 Grantee Liability: The grantee shall be responsible for any and all injury or damage as a result of the grantee's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the grant. In addition to the liability imposed upon the grantee on account of personal injury, bodily injury (including death), or property damage suffered as a result of the grantee's negligence, the grantee assumes the obligation to save the DESE, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The grantee also agrees to hold the DESE, including its employees, and assignees, harmless for any negligent act or omission committed by any subgrantee or other person employed by or under the supervision of the grantee under the terms of the grant.

However, the grantee shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DESE, including its employees, and assignees.

- 2.41 Insurance: The grantee shall understand and agree that the DESE cannot save and hold harmless and/or indemnify the grantee or employees against any liability incurred or arising as a result of any activity of the grantee or any activity of the grantee's employees related to the grantee's performance under the grant. Therefore, the grantee must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the grant.
- 2.42 Grantee Status: The grantee represents him/herself to be an independent grantee offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the grantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.43 Coordination: The grantee shall fully coordinate all grant activities with those activities of the state agency. As the work of the grantee progresses, advice and information on matters covered by the grant shall be made available by the grantee to the department throughout the effective period of the grant.
- 2.44 Subgrantees: Any subgrants for the products/services described herein must include appropriate provisions and grant related obligations to ensure the successful fulfillment of all grant related obligations agreed to by the grantee and the DESE and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims

of damage, loss, and cost (including attorney fees) of any kind related to a subgrant in those matters described in the grant between the department and the grantee. The grantee shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subgrant. The grantee shall agree and understand that utilization of a subgrantee to provide any of the products/services in the grant shall in no way relieve the grantee of the responsibility for providing the products/services as described and set forth herein. The grantee must obtain acknowledgement from the department prior to establishing any new subgranting arrangements and before changing any subgrantees.

- 2.45 Substitution of Personnel: The grantee agrees and understands that the department's agreement to the grant is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the grantee agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the department. The grantee further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The DESE agrees that an approval of a substitution will not be unreasonably withheld.
- 2.46 Transition: Upon award of the grant, the grantee shall work with the department and any other organizations designated by the department to insure an orderly transition of services and responsibilities under the grant and to insure the continuity of those services required by the department.
- 2.47 Upon expiration, termination, or cancellation of the grant, the grantee shall assist the department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the grant to an organization designated by the department, if requested in writing. The grantee shall provide and/or perform any or all of the following responsibilities:
- 2.48 The grantee shall deliver, FOB destination, all records, documentation, etc., which were required to be produced under the terms of the grant.
- 2.49 The grantee shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the grant for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the grant for a price not to exceed those prices set forth in the grant.
- 2.50 The grantee shall discontinue providing service or accepting new assignments under the terms of the grant, on the date specified by the department, in order to insure the completion of such service prior to the expiration of the grant.

**PART THREE**  
**PROPOSAL SUBMISSION INFORMATION**

**1. PROPOSAL SUBMISSION**

- 1.1 Proposals must be signed, sealed, and returned (with all necessary attachments) to the Department of Elementary and Secondary Education. Receipt of the proposal by the Department of Elementary and Secondary Education, through available means described below, must occur no later than 1:00 p.m., April 23, 2003.
  - 1.1.1 Specifically, any form containing a signature line such as page one of the original RFP and any amendments, joint signature pages, etc., must be signed and returned as part of the proposal.
  - 1.1.2 The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official RFP title and (2) the official close date and time. The proposal should be mailed to the Missouri Department of Elementary and Secondary Education, Attention: Harry Kujath, Coordinator, Community and Career Education, P.O. Box 480, Jefferson City, Missouri, 65102-0480.
  - 1.1.3 In addition to the original proposal, the Offeror should include two (2) copies of the original proposal.
  - 1.1.4 The Offeror shall not submit a proposal by facsimile machine because only sealed proposals are acceptable in response to this RFP.
  - 1.1.5 The Offeror may handcarry and deliver a proposal to meet the submission requirements to the Missouri Department of Elementary and Secondary Education, Coordinator, Community and Career Education, Jefferson Building, 5th Floor, 205 Jefferson Street, Jefferson City, Missouri, 65102-0480 no later than April 23, 2003, 1:00 p.m.
- 1.2 The Offeror must respond to this RFP by submitting all data required herein in order for the proposal to be evaluated and considered for a grant award. Failure to submit such data shall be deemed sufficient cause for disqualification of the proposal from further consideration for a grant award. The narrative portion of the proposal is to NOT EXCEED 10 (ten) pages, single sided and double-spaced. Font size should be comparable to 12 point for "Times New Roman."
- 1.3 To facilitate the evaluation process, the Offeror is encouraged to organize the proposal into distinctive sections that correspond with the individual evaluation categories described herein.
- 1.4 All proposals submitted to the Department for review, consideration and approval must include the information listed below:

- 1.4.1 Page 1 of the RFP; that are signed and dated;
- 1.4.2 Exhibit A, Grant Budget, (submitted on a “Application for Authorization of Vocational Education Expenditures” [FV-4] form, signed by the chief financial officer of the district. Note: This form is available electronically at <http://www.dese.state.mo.us/divvoted/forms.html>);
- 1.4.3 Evidence of program commitment which includes, but is not limited to a description of the following:
  - 1.4.3.1 The reason(s) your district desires to become a HSTW site. Include in the description any current factors at your school, which can be improved by the HSTW initiative. Provide data, which would indicate areas where improvement could be expected.
  - 1.4.3.2 Current reform efforts your district is currently engaged in. Provide any data that the district might have which substantiates the success of your reform efforts.
  - 1.4.3.3 How the access to challenging vocational-technical programs will be increased.
  - 1.4.3.4 The commitment and leadership being made by the school superintendent, local school board and building principal.
- 1.4.4 A program implementation plan which includes the following:
  - 1.4.4.1 Links with any long-range, comprehensive planning and/or educational reform efforts the district is planning to or is all ready actively engaged in, with an indication of which from the eligible three scenarios the offeror planning to address:
    - 1.4.4.1.1 A secondary school (comprehensive high school) that offers its students access to both academic and vocational-technical programs at one site;
    - 1.4.4.1.2 An AVS that offers its students access to both academic and vocational-technical programs on site; or
    - 1.4.4.1.3 A combination of an AVS and one of its sending high schools to jointly constitute a single HSTW site.
  - 1.4.4.2 A description of how a site development team for program implementation will be formed, a roster (minimally listed by job title) who the offeror plans to include on the site development team, and the rationale for the selection process.



- 1.4.4.2 A description of how the site development team will be provided ongoing time to meet and plan for HSTW implementation.
- 1.4.4.3 A description of Year One implementation strategies.
- 1.4.4.3 A description of Years Two through Five implementation strategies.
- 1.4.5 A project summary page that includes:
  - 1.4.5.1 The school district name, address, and county/district code number.
  - 1.4.5.2 The name and address of the high school(s) and/or area vocational school(s) that will actually be part of the local HSTW initiative.
  - 1.4.5.3 The name, address, telephone number and e-mail address of the following individuals who will be considered part of the local HSTW implementation team:
    - 1.4.5.3.1 The HSTW Site Coordinator
    - 1.4.5.3.2 The principal(s) for the effected high school(s)
    - 1.4.5.3.3 The superintendent(s) for effected school district(s)
    - 1.4.5.3.4 The vocational supervisor or director
    - 1.4.5.3.5 School counselor(s)
  - 1.4.5.4 The amount of state grant funds being requested and the total project amount (including other state grant funds and local district matching funds).
- 1.4.6 Exhibit B, Request for Proposals Assurances, signed and dated.

## **2. CLARIFICATION OF REQUIREMENTS**

- 2.1 Any and all questions regarding the specifications, requirements, competitive procurement process, etc., must be directed to the contact person as indicated within this RFP.
- 2.2 The Offeror is advised that the only official position of the Department is that position which is stated in writing and issued by the Department as the RFP and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

### **3. EVALUATION PROCESS**

- 3.1 After determining that a proposal satisfies the mandatory requirements stated in this RFP, the comparative assessment of the relative benefits and deficiencies of the proposal regarding the published proposal evaluation criteria shall be made by using subjective judgment. The grant award resulting from this RFP shall be based on the best proposal received in accordance with the proposal evaluation criteria.
- 3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the Offeror's proposal and to develop a comprehensive assessment of the proposal.
- 3.3 The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the Department is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the proposal.

### **4. EVALUATION CRITERIA**

Proposals will be evaluated based upon the adequacy and sufficiency of the descriptions and information provided for the following sections:

4.1	Cost .....	20%
4.2	Evidence of commitment to the implementation of HSTW.....	40%
4.3	The HSTW implementation plan .....	40%

### **5. GRANT AWARD**

- 5.1 Any grant award resulting from this RFP will be made only by written authorization from the Department.
- 5.2 The Department retains discretion to make no awards or make partial grant awards depending on need, availability of funds, or a lack of proposals meeting minimum standards of quality.

### **6. PAYMENT AND INVOICING REQUIREMENTS**

- 6.1 The Department agrees to pay the grantee an amount not to exceed the grant amount based upon the payment schedule on a quarterly basis, with the request for the final payment having a requisite date of receipt at the Department no later than May 15, 2003, and that date for subsequent years, if applicable, unless alternate scheduling and/or dates are announced in writing by the Department.

- 6.2 The grantee shall be responsible for submitting invoices for payment under the grant. Fees and other program income received by the grantee may only be used for activities relevant to the grant. If there is cancellation, only expenses incurred to date, under the terms of the grant, will be reimbursed. All expenses for activities conducted under this grant will be incurred within the stated grant period.

**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**  
**TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a grant.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Grant** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Grantee** means a person or organization who is a successful offeror as a result of an RFP and who enters into a grant.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The grant shall be construed according to the laws of the State of Missouri. The grantee shall comply with all local, state, and federal laws and regulations related to the performance of the grant to the extent that the same may be applicable.
- b. To the extent that a provision of the grant is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the grant shall remain in force between the parties unless terminated by consent of both the grantee and the DPMM.
- c. The grantee must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The grantee must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting grant shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding web site. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding web site.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

#### **4. PREPARATION OF PROPOSALS**

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for grant award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified grant period.

#### **5. SUBMISSION OF PROPOSALS**

- a. Proposals may be submitted either electronically through the State of Missouri's On-Line Bidding web site or a hard copy delivered to the DPMM offices. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

#### **6. PROPOSAL OPENING**

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening and posted on the state's On-Line Bidding web site. The contents of the proposals shall not be disclosed at this time.
- b. It is the offeror's responsibility to ensure that the proposal is received by DPMM by the official opening date and time.
- c. Proposals which are not received by the DPMM prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **7. PREFERENCES**

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Grantees should apply the same preferences in selecting subgrantees.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, grantees are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subgrantees.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before grant award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a grant.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a grant shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a grant is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding web site for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

## **9. GRANT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding grant shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the grantee's proposal including the grantee's BAFO, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the grantee must receive a properly authorized purchase order.
- d. The grant expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal grant amendment signed and approved by and between the duly authorized representative of the grantee and the DPMM or by a modified purchase order prior to the effective date of such modification. The grantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The grantee shall not transfer any interest in the grant, whether by assignment or otherwise, without the prior written consent of the DPMM.

- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The State of Missouri shall not make any advance deposits.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the grantee's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the grant or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the State pursuant to a grant shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the grantee upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the grantee's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or grant related remedies the State may have.

## **13. WARRANTY**

- a. The grantee expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The grantee hereby covenants that at the time of the submission of the proposal the grantee has no other grant related relationships which would create any actual or perceived conflict of interest. The grantee further agrees that during the term of the grant neither the grantee nor any of its employees shall acquire any other grant related relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the grant shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the grantee's default or breach of grant.
- b. The grantee agrees and understands that the grant shall constitute an assignment by the grantee to the State of Missouri of all rights, title and interest in and to all causes of action that the grantee may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the grantee in the fulfillment of the grant with the State of Missouri.

## **16. CANCELLATION OF GRANT**

- a. In the event of material breach of the grant related obligations by the grantee, the DPMM may cancel the grant. At its sole discretion, the DPMM may give the grantee an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the grantee must provide DPMM within 10 working days from notification a written plan detailing how the grantee intends to cure the breach.
- b. If the grantee fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the grant immediately.
- c. If the DPMM cancels the grant for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the grant from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the grantee for any additional costs incurred thereby.
- d. The grantee understands and agrees that funds required to fund the grant must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the grant period. The grant shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the grantee shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the grantee.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the grantee must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the grant or affirm the grant and hold the grantee responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The grantee shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the grantee's performance or products produced under the terms of the grant.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the grant, the grantee and all subgrantees shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the grantee or subgrantee employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a grantee is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the grant, suspension, or debarment by the DPMM until corrective action by the grantee is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the grant, the grantee and all subgrantees shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a grant related construction of language.

Revised 11/22/00



## PART FOUR

### SOUTHERN REGIONAL EDUCATION BOARD MEMORANDUM OF UNDERSTANDING

#### Need for a High Schools That Work Program

Despite a decade of reform and rising public expenditures for education, little has changed in most high schools to prepare career-bound students<sup>1</sup> for the demands of work and further education. Students who enroll in general and vocational studies generally do not take a planned program of study and are too often overlooked and under-educated. They take basic, repetitive courses that qualify for a diploma, but fail to prepare them for the real world. Many of these students graduate from high school thinking they have the skills employers want, only to discover that they are unprepared for an increasingly high-performance work environment.

Career-bound students--who constitute the majority in many high schools and in the work force--need just as much encouragement, rigorous course work, and faculty guidance as students who plan to enter a four-year college or university.

Local education leaders need a vision of the type of high school that enables career-bound students to achieve at higher levels. Studies show that when these students are motivated and challenged, 90 percent or more can complete a rigorous program of academic and vocational study without increasing the school dropout rate.

To change, high schools need: information on student achievement and experiences after high school, opportunities for teachers to share and learn from each other, and external assistance, including review teams to evaluate progress and make recommendations.

The *High Schools That Work* program offers states and high school sites a cost-effective method to: (1) share information on valid practices, (2) provide much-needed staff development, (3) develop instructional and support materials, and (4) assess student progress. The sharing of information and pooling of resources allow individual states and local schools to obtain greater benefits than they could independently.

#### THE PURPOSE OF THE CONSORTIUM

The purpose of the Consortium is to raise significantly the academic and technical competencies of all students, particularly those completing general and vocational programs of study. More specifically, the goal is to close dramatically the achievement gap in mathematics, science, and communications between students pursuing a vocational major and those completing a traditional college preparatory program of study. The Consortium proposes to accomplish this goal by assisting high schools in integrating the essential content from high-level college preparatory studies--mathematics, science, and English--with vocational studies by creating conditions that support principals and faculties in carrying out certain key practices.

#### THE CONSORTIUM APPROACH

SREB, in partnership with state and local education leaders in 22 states, is creating a multi-state network of more than 850 *High Schools That Work*. The network includes approximately 34 high schools per state, linked within the state and across other member states. Each participating state and local school or school system site agrees to accelerate career-bound student achievement by creating conditions that support teachers and school leaders in implementing key improvement practices.

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<sup>1</sup> Career-bound students go to work after high school and/or attend a two-year college or other training program. They may attend a four-year college but may not prepare for it while in high school.

## Key Practices for Accelerating Student Achievement

### Key Conditions for Accelerating Student Achievement:

- ✂ An organizational structure and process that ensure continuous involvement of faculty and school administrators in planning strategies to achieve the Key Practices.
- ✂ A school principal with strong and effective leadership who supports, encourages, and actively participates with the faculty in implementing the Key Practices.
- ✂ A system superintendent and school board who support the faculty and school administration in carrying out the Key Practices. This includes providing financial support for instructional materials, time for teachers to meet and plan, and professional development needed to use the Key Practices to improve student learning.
- ✂ Leadership from the school superintendent to involve employers and postsecondary institutions in the design and implementation of a school- and work-based program to prepare students for postsecondary education and employment.
- ✂ A commitment from the school board to support the school in replacing the general track with an upgraded academic core and major.

### Key Strategies:

SREB, working in cooperation with states, local school system leaders, and participating business and industry leaders, will use key strategies to assist schools in raising the achievement of career-bound students.

SREB and its partner states will:

- ✎ Help high school principals and teachers recognize that they must do a better job for career-bound students.
- ✎ Help school leaders and teachers acquire a new vision of how their schools can improve.
- ✎ Help school leaders and teachers develop an action plan for combining high-level academic courses with modern vocational studies to improve the achievement of career-bound students.
- ✎ Help school sites prepare a site-focused staff development plan to assist teachers in carrying out the school's action plan.
- ✎ Provide long-term leadership, support, technical assistance, information, and staff development to assist states and high schools in implementing the key practices.
- ✎ Help participating schools in assessing their progress and determining what changes need to be made in the future.

### Key Assessment Components:

SREB will use National Assessment of Educational Progress (NAEP) -based tests to assess the mathematics, science, and reading achievement of vocational completers in 2000, 2002, and 2004 to determine the progress of high schools in the network in raising the achievement of career-bound students. The data will also be used to assist high schools in fine-tuning their action plans, as needed, to support high-level student achievement in the future.

**Specific objectives of assessment are:**


- ✍ To determine how well SREB sites are doing in raising the achievement of vocational completers in network schools by assessing students in mathematics, science, and reading.
- ✍ To determine progress in implementing key practices in network schools.
- ✍ To provide school leaders and teachers with a data base and technical recommendations for planning new ways to improve the basic competencies of vocational completers.
- ✍ To use the data to identify and report on the key practices that appear to offer the greatest promise in improving the basic competencies of career-bound students.

This assessment will enable school leaders and teachers to:

- ✍ Understand the strengths and weaknesses of their efforts.
- ✍ Compare their progress to composite results from all sites.
- ✍ Share what they have learned with staff in other schools.

*High Schools That Work* sites agree to participate in the following activities to determine the extent to which the key practices are assisting high schools in raising achievement:







- ✍ A survey of students, concurrent with the NAEP-based tests, on perceptions of their high school experiences. Students will give their impressions of what they were taught, how they were taught, what was expected of them, and their perception of the level of effort of the high school.
- ✍ An analysis of the transcripts of students tested using the NAEP-based survey to determine the content and level of course work they took in high school. Analyses will be conducted in 2000, 2002, and 2004. The report will help schools know which courses work in improving student achievement.
- ✍ A survey of teachers at each site to determine their attitudes and views on the importance of integrating academic and vocational education; the amount of time they devote to advancing basic skills in mathematics, science, and communication; and the areas in which they need staff development. The surveys will be conducted in 2000, 2002, 2004, etc.
- ✍ A follow-up survey of students to determine their status and their perceptions of high school one year after graduation. The follow-up will be conducted in 2001, 2003, 2005.

 An on-site review of 150 school sites will be conducted each year. Each visit will be done by an external team of representatives from the private sector, postsecondary education, and other network schools. The purpose of the review is to document progress in implementing key practices and to identify major concerns and recommendations for improving the competencies of vocational completers.

#### **BELIEFS ON WHICH CONSORTIUM ACTIVITIES ARE FOUNDED**

- \*All high school students--not just those who plan to attend a four-year college or university--are capable of meeting higher standards if schools create a learning environment that results in extra effort by career-bound students.**
- \*High schools *can* change the way they prepare students in general and vocational programs of study if they understand the need and make a long-term commitment to change.**
- \*All students in general and vocational programs of study can complete a challenging, planned four-year program of study that blends high-level academic and modern vocational courses. A tech prep program can have a number of courses that are interchangeable with traditional college preparatory courses. High schools can build flexibility into tech prep and college prep curricula, allowing students to move from one program to the other. High schools can design a curriculum that offers high-level academic content taught in non-traditional ways.**
- \*The program of study for career-bound students can be organized to prepare students for both work and further education.**
- \*Teachers will use both functional and applied learning strategies related to real-world situations to help career-bound students master more challenging academic courses.**
- \*A closer working relationship between secondary and postsecondary education can produce career-bound students who are better prepared for additional education and work.**
- \*Academic and vocational teachers can create ways to teach high-level academic content to career-bound students if school administrators will support the faculty with staff development, materials, and time to plan and work together.**
- \*Academic and vocational teachers working in teams can create new learning opportunities that relate to what students will do in life and on the job.**
- \*Student achievement is greater when parents are involved with their children in planning a four-year program of study that includes high-level academic courses and modern vocational courses.**

## **BENEFITS OF THE CONSORTIUM**

-  Career-bound students gain increased academic and technical knowledge and skills. They become more confident in their ability to meet life's challenges and see themselves as worthy and contributing individuals.
-  Teachers feel better about themselves and their ability to assist career-bound students. They become part of a team that re-designs the curriculum and plans staff development activities to increase student achievement.
-  Principals strengthen their leadership skills through new techniques of scheduling, staffing, and curriculum design to offer maximum learning opportunities to all students, not just those entering a four-year college or university.
-  Schools receive data to identify what is needed to improve the performance of career-bound students in mathematics, science, and reading. The information becomes the basis of an action plan to focus faculty and administration on making needed changes. The *High Schools That Work* program results in improved communication between the high school and employers, and between the high school and postsecondary education.
-  States acquire new strategies for working with local school systems on a long-term basis to bring about "whole school" change. School leaders and teachers gain confidence that they can increase the achievement of students who do not choose a traditional college preparatory program of study.
-  The community, state, and nation benefit from improved mathematics, science, and technical literacy achievement of America's future front-line employees. More students remain in school and pursue education and training after high school.

## **COMMITMENT OF *HIGH SCHOOLS THAT WORK* SITE PARTNERS**

### **Southern Regional Education Board (SREB)**

In support of the *High Schools That Work* program, SREB agrees to:

-  Manage and coordinate *High Schools That Work* sites.
-  Provide consultation to states and network schools.

✍ Inform state legislators, governors, state boards of education, and other interested private sector leaders of progress the schools are making.

✍ Develop guides to help states and network schools develop action plans and conduct progress reviews.

✍ Plan and manage multi-state staff development for personnel of member states and network schools.

✍ Support the creation of site-focused staff development plans by:

--Preparing a site-focused staff development guide.

--Conducting training sessions for members of staff development committees on how to assess staff development needs and how to design quality staff development programs.

--Serving as a broker to identify personnel and materials for sites to use in achieving their plans.

--Reviewing each site staff development plan and offering input to guide a site toward providing teachers with a quality training program.

--Helping sites make full use of staff development services provided by SREB and the state.

✍ Conduct on-site reviews to support sites in sustaining a site-focused staff development plan. The reviews will determine the extent to which teachers have participated in state, SREB, and local staff development activities; the quality and nature of the staff development; feedback from teachers, principals, and others on the impact of staff development on changing school practices; and staff training needs and recommendations for meeting the needs.

✍ Annually convene groups of sites with common staff development needs and help them create and carry out site-focused staff development programs to meet the needs. The result will be a sub-network of sites to share information and ideas on common staff development problems.

✍ Survey academic and vocational teachers on the impact of staff development activities and additional areas of need. Provide each site with a report containing recommendations for future staff development.

✍ Conduct an annual staff development conference for educators and administrators from participating states and sites.

✍ Conduct an annual forum/leadership conference focusing on a major problem the sites are encountering and ways to solve it.

✍ Select three demonstration training sites annually to provide mentors to staff at two or three other sites. Each demonstration site will host an annual two-day conference aimed at sharing success and explaining how to replicate successful activities.

✍ Provide states and schools with a directory of teachers and administrators who are qualified to assist in carrying out key practices.

- ✍ Prepare and disseminate newsletters and publications on successful practices.
- ✍ Seek support from the private sector and foundations for the establishment of multi-state and state institutes to help vocational and academic teachers become more effective in teaching mathematics, science, reading, and writing competencies.
- ✍ Coordinate the development and administration of assessment tests in mathematics, science, and reading.
- ✍ Provide states and local sites with evaluation reports on how their progress compares to a composite of other school sites.

## States

In support of the *High Schools That Work* program, states agree to:

- ✍ Be a member of the SREB-State Vocational Education Consortium.
- ✍ Create a *High Schools That Work* council through which the state and network of schools can work collaboratively on sharing resources, and on solving common problems. The *High Schools That Work* council would have representatives from each site and representatives from community colleges and the private sector. This council would meet at least twice annually and would perform several important functions.

The council would provide:

- a forum where site representatives can share twice a year with each other their progress and problems;
- a forum for sharing data with sites and helping them use it to change practices;
- a structure for identifying common staff development needs and ways all can work together to share common resources to meet those needs.
- ✍ Designate a representative to serve on the program's regional board.
- ✍ Designate a state coordinator to organize technical assistance across all curriculum areas at school sites.
- ✍ Conduct a biennial on-site review of schools in the state network.
- ✍ Conduct an annual *High Schools That Work* state staff conference to discuss creative and successful practices.
- ✍ Conduct state institutes or other state-level staff development activities.
- ✍ Send representatives to the annual SREB staff development conference and the annual SREB leadership forum.
- ✍ Help identify demonstration training sites and help coordinate a mentoring process between the training sites and other sites.
- ✍ Participate in all multi-state assessment programs.

✍ Help schools use assessment information to create action plans and implement key practices.

✍ Help schools work through state and local policy barriers.

## School Sites

In support of the *High Schools That Work* program,  
(system) and

\_\_\_\_\_ (school) leaders agree to:

✍ See the need for change and understand what the program aims to accomplish. They must be willing to commit to a five-year effort to install the program's key practices and to either eliminate--or dramatically reduce the number of students who complete--the general education track.

✍ Establish a leadership council to encourage, identify, and organize resources and to provide assistance to the site in achieving program goals and key practices and conditions.

✍ Support academic and vocational teachers with staff development, materials, and time to work together to implement the key practices.

✍ Create four subcommittees--one each for curriculum, guidance and public information, evaluation, and staff development--to carry out the action plan.

✍ Organize a planning and implementation committee composed of key academic and vocational teachers, guidance counselors, and representatives of the private sector and postsecondary education to develop an action plan for carrying out the key practices.

✍ Give school leaders and teachers the encouragement and flexibility to define problems and to change what and how they teach.

✍ Organize teams of academic and vocational teachers to work together to find ways to raise student achievement.

✍ Give students access to modern vocational courses, either at the high school, the vocational center, a postsecondary institution, or at work sites organized for learning. Site leaders must be willing to work closely with employers and two-year postsecondary institutions.

✍ Create a site-focused staff development plan that provides quality training through use of local, state, and national meetings and resources.



✍️ **Participate in state staff development activities and the annual SREB Staff Development Conference.**

✍️ **Have active administrative (principal) involvement in staff development, committee assignments, and other activities.**

✍️ **Be an active member of a state and multi-state network for information and idea sharing.**

✍️ **Participate in the assessment program and use assessment data as a major source of information to identify problems and to develop action plans for solving them.**

**MPR Associates, Inc., of Berkeley, California**

**In support of the *High Schools That Work* program, MPR agrees to:**

✍️ **Assist in the evaluation for *High Schools That Work*;**

✍️ **Analyze evaluation data;**

✍️ **Participate in Consortium meetings;**

✍️ **Provide additional technical assistance and materials to states.**

## AGREEMENT

The undersigned have reviewed this Memorandum of Understanding and accept it as the basis for working together toward a common purpose through the *High Schools That Work* program. The statement is renewed annually with payment of Consortium membership dues by the State of \_\_\_\_\_ to the Southern Regional Education Board. SREB, the state, and the school system can dissolve their participation annually by notifying the other parties in writing.

Name of School: \_\_\_\_\_

\_\_\_\_\_  
President, SREB                      Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_ Department of Education

\_\_\_\_\_  
Director, Vocational Education Date

\_\_\_\_\_ Department of Education

\_\_\_\_\_

**School Superintendent Date**

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**School Principal(s) Date**

**PART FIVE**

**Exhibit A**

**PROPOSED BUDGET SUMMARY  
FOR  
HIGH SCHOOLS THAT WORK PLANNING AND IMPLEMENTATION**

The “Application for Authorization of Vocational Education Expenditures”, (FV-4) form, provided on the following page is to be completed and signed by the chief financial officer of the district. Note: This form is available electronically at: <http://www.dese.state.mo.us/divvoted/forms.html>).



**FOR STATE OFFICE USE ONLY**

County District	School Number	Program Code	Area Code	Year Paid	Year Chg.	Purpose	Expenditure	Reimbursement	State	Federal	Source	Section Code

\_\_\_\_\_  
 Program Director  
 MO 500-01304 (10-96)

\_\_\_\_\_  
 State Director of Vocational Education

\_\_\_\_\_  
 Approval Date

## PART SIX ASSURANCES AND CERTIFICATIONS

The Department of Elementary and Secondary Education will not award a grant agreement through RFP 39895 where the awardee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing the face sheet of this grant or agreement, the awardee is providing the certifications set forth below:

Assurances – Non-Construction Programs

Debarment and Suspension Certification

Certification Regarding Lobbying

Drug Free Workplace Certification

Certification of non-Delinquency

Non-Discrimination and Equal Employment Requirements

### 1. ASSURANCES – NON-CONSTRUCTION PROGRAMS:

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance, and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- (2) Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (5) Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (6) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (l) any other nondiscrimination provisions in the specific statute (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
- (7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- (8) Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
- (10) Will comply, if applicable, with Flood Insurance Purchase Requirements of Section 102(A) of the Flood Disaster Protection Act of 1973 (P.L. 93.234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93.205).
- (12) Will comply with the Wide and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wide and scenic rivers system.
- (13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
- (14) Will comply with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89.544), as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS:**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

### **3. CERTIFICATION REGARDING LOBBYING**

#### **Certification for Grants, Grants, Loans, and Cooperative Agreements**

By accepting this grant/agreement, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal grant, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, grant, loan or cooperative agreement, the undersigned.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, subgrants, and grants under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



#### **4. DRUG FREE WORKPLACE**

Awardee certifies that it will provide a drug free workplace by implementing the provisions at 29 CFR 98.630. In accordance with these provisions please provide in the space below, a list of places where performance of work done in connection with this specific grant/agreement will take place. This information must be included with this signed document.

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#### **5. CERTIFICATION ON NON-DELINQUENCY:**

**(PLEASE CHECK THE APPROPRIATE STATEMENT)**

\_\_\_\_\_ Not Delinquent on any Federal Debt

\_\_\_\_\_ Delinquent on a Federal Debt

#### **Nondiscrimination and Equal Opportunity Requirements of JTPA**

#### **29 CFR PART 34**

#### **\*\*ASSURANCES\*\***

- (1) As a condition to the award of financial assistance the grant applicant assures, all agreements or arrangements to carry out the activity, that it will comply fully with the

nondiscrimination and equal opportunity provisions of the Job Training Partnership Act of 1982, as amended (JTPA), including the Nontraditional Employment for Women Act of 1991 (where applicable); Title IV of the Civil Rights Act of 1964, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

- (2) The grant applicant certifies that it has developed and will maintain a "Method of Administration" pursuant to 29 CFR 34.33. This system must be in place by August 14, 1993.
- (3) The grant applicant is attaching information pursuant to 29 CFR 34.24 (a)(3)(ii) where applicable, including the name of any Federal agency other than the Department of Labor's Directorate of Civil Rights that conducted a civil rights compliance review or complaint investigation during the two preceding years in which the grant applicant was found to be in noncompliance; and shall identify the parties to, the forum of and case numbers pertaining to, any administrative enforcement actions or lawsuits filed against it during the two years prior to its application which allege discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.

NOTE:

\_\_\_\_\_ No findings of noncompliance in the last two years.

\_\_\_\_\_ See attached information.

## **6. GENERAL ASSURANCES**

- (1) Provide fiscal control, property management control, and fund accounting procedures.
- (2) Comply with forthcoming reporting requirements of the Department relating to this grant award program.
- (3) Comply with the accessibility requirements specified by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, if any grant funds are expended for facility improvement.
- (4) Federal funds awarded from this application may be used to supplement, but not supplant state and/or local funds for existing vocational education programs, services, and activities.
- (5) Provisions will be made for fiscal control, property management control, and fund accounting procedures.
- (6) None of the federal funds awarded from this application will be used to acquire equipment (including computer software) in any instance in which its acquisition results in a direct financial benefit to any organization representing the interest of the purchasing entity, or its employees, or any affiliate of such an organization.

The applicant agrees to these assurances and submits the required descriptive information, as follows, in order to be designated an eligible recipient.

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Date

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Signature of Chief Administrator